

# Exhibit C

**Klinowski Damiano LLP***Attorneys at Law***Alex Kontos Fruit Co., Inc. v. Doug Specialties LLC**

Claim Amounts Calculated Through: 11/17/2023

PACA Creditor / Claimant: Alex Kontos Fruit Co., Inc.

Debtor: Doug Specialties LLC

Payment Terms: Net 10

Interest Rate: 1.5 % per mon. (18% APR)

Attorneys' Fees &amp; Costs: Yes

Invoice Number	Date of Acceptance or Shipment	Date Trust Notice Given	Date Payment Due	No. of Days Past Due	Invoice Amount	Accrued Interest <i>(through date of chart)</i>	Invoice Amount Due	Payments Received	Principle and Interest = Total Due
451384	07/28/23	07/28/23	08/07/23	102	\$ 18,480.00	\$ 942.48	\$ 19,422.48	\$ -	\$ 19,422.48
451258	07/26/23	07/26/23	08/05/23	104	\$ 21,280.00	\$ 1,106.56	\$ 22,386.56	\$ -	\$ 22,386.56
					\$ 39,760.00	\$ 2,049.04	\$ 41,809.04	\$ -	\$ 41,809.04

Principal Amount: \$ 39,760.00

Accrued Interest: \$ 2,049.04

Attorneys' Fees & Costs *(estimated through 11/30/2023)*: \$ 12,260.00**Total PACA Trust Amount Claimed: \$ 54,069.04**



**Alex Kontos Fruit Co. Inc.**  
**Flavor-Pic Tomato Co., Inc.**

444 Finley Ave West  
 Birmingham, AL 35204



Phone: 205-322-3459  
 Toll Free: 800-828-3329

# INVOICE

Phone: 205-323-7306

Invoice #: 451258  
 Invoice: Jul 26, 2023  
 Ship: Jul 26, 2023  
 Pay Terms: COD

**Sold To:** Doug Specialties  
 3480 NW 27th Avenue  
 Pompano Beach FL 33069

**Ship To:** Doug Specialties  
 3480 NW 27th Avenue  
 Pompano Beach FL 33069

Page 1 of 1

**Sale Terms:** FOB  
**Order:** Jul 26, 2023  
**Cust PO:** 11964  
**Salesperson:** 17 Adam Pridmore

Description	Quantity	UOM	Price	Amount
TOMATO 25# 4x4 Vine No1 USA	840	ctn	12.00	10,080.00
TOMATO Box 25# Roma USA	700	ctn	16.00	11,200.00
INVOICE TOTAL:	1540			21,280.00

Any claims for shortage, damage or condition will not be honored unless the problem is reported IN WRITING to Alex Kontos Fruit Co. Inc. within EIGHT (8) HOURS of receipt of the product AND either (a) a TIMELY USDA INSPECTION is performed on the product, or (b) you receive a WRITTEN waiver of inspection from Alex Kontos Fruit Co., Inc.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)) "PACA". The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Buyer acknowledges and agrees that interest shall accrue on any past-due account balance at the rate of 1.5% per month (18% per annum), or at the maximum allowable rate under applicable law, until such time as full payment is received. In the event any collection or other action becomes necessary to enforce any right under this agreement, Buyer acknowledges and agrees to pay all costs of collection or enforcement, including reasonable attorneys' fees. Buyer further acknowledges that all attorneys' fees, costs, and interest accrued hereunder or in connection with collection of sums due under this agreement are considered sums owing in connection with this transaction under the PACA trust.


**Alex Kontos Fruit Co. Inc.  
Flavor-Pic Tomato Co., Inc.**

 444 Finley Ave West  
Birmingham, AL 35204

 Phone: 205-322-3459  
Toll Free: 800-828-3329

**INVOICE**

Phone: 205-323-7306

Invoice #: 451384

Invoice: Jul 28, 2023

Ship: Jul 28, 2023

Pay Terms: COD

**Sold To:** Doug Specialties  
3480 NW 27th Avenue  
Pompano Beach FL 33069

**Ship To:** Doug Specialties  
3480 NW 27th Avenue  
Pompano Beach FL 33069

Page 1 of 1

**Sale Terms:** FOB  
**Order:** Jul 27, 2023
**Salesperson:** 17 Adam Pridmore

Description	Quantity	UOM	Price	Amount
TOMATO 25# JBO Vine USA	1540	ctn	12.00	18,480.00
INVOICE TOTAL:	1540			18,480.00

Any claims for shortage, damage or condition will not be honored unless the problem is reported IN WRITING to Alex Kontos Fruit Co. Inc. within EIGHT (8) HOURS of receipt of the product AND either (a) a TIMELY USDA INSPECTION is performed on the product, or (b) you receive a WRITTEN waiver of inspection from Alex Kontos Fruit Co., Inc.

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